



6. Number of directors is/are: Fixed number  OR minimum and maximum  3  10  
 Nombre d'administrateurs : Nombre fixe  OU minimum et maximum

7. The director(s) is/are: / Administrateur(s) First name, middle names and sur-name Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Mark Hornick	2 St. Clair Avenue West, 16th Floor Toronto, Ontario, Canada M4V 1L5	Yes
Richard Zannino	245 Park Avenue, 16th Floor New York, New York, U.S.A. 10167	No
Joseph M. Scharfenberger, Jr.	245 Park Avenue, 16th Floor New York, New York, U.S.A. 10167	No
Douglas Cahill	245 Park Avenue, 16th Floor New York, New York, U.S.A. 10167	No
Louis J. Aronne	34 Sherwood Avenue Greenwich, Connecticut, U.S.A. 06831	No
David Williams	2 St. Clair Avenue West, 16th Floor Toronto, Ontario, Canada M4V 1L5	Yes

8. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.  
 Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None.

9. The classes and any maximum number of shares that the corporation is authorized to issue:  
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue the following classes of shares:

- (a) an unlimited number of Common Shares;
- (b) an unlimited number of Class A Common Shares;
- (c) an unlimited number of Class A Preferred Shares;
- (d) an unlimited number of Class B Preferred Shares;
- (e) an unlimited number of Class C Preferred Shares;
- (f) an unlimited number of Class D Preferred Shares;
- (g) an unlimited number of Class E Preferred Shares;
- (h) an unlimited number of Class F Preferred Shares;
- (i) an unlimited number of Class G Preferred Shares;
- (j) an unlimited number of Class H Preferred Shares;
- (k) an unlimited number of Class I Preferred Shares;
- (l) an unlimited number of Class J Preferred Shares;
- (m) an unlimited number of Class K Preferred Shares;
- (n) an unlimited number of Class L Preferred Shares;
- (o) an unlimited number of Class M Preferred Shares;
- (p) an unlimited number of Class N Preferred Shares;
- (q) an unlimited number of Class O Preferred Shares;
- (r) an unlimited number of Class P Preferred Shares;
- (s) an unlimited number of Class Q Preferred Shares;
- (t) an unlimited number of Class R Preferred Shares;
- (u) an unlimited number of Class S Preferred Shares;
- (v) an unlimited number of Class T Preferred Shares;
- (w) an unlimited number of Class U Preferred Shares;
- (x) an unlimited number of Class V Preferred Shares; and
- (y) an unlimited number of Class W Preferred Shares.

10. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:  
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

See attached pages 4A to 4I, inclusive.

The rights, privileges, restrictions and conditions attaching to the Common Shares, the Class A Common Shares, the Class A Preferred Shares, the Class B Preferred Shares, the Class C Preferred Shares, the Class D Preferred Shares, the Class E Preferred Shares, the Class F Preferred Shares, the Class G Preferred Shares, the Class H Preferred Shares, the Class I Preferred Shares, the Class J Preferred Shares, the Class K Preferred Shares, the Class L Preferred Shares, the Class M Preferred Shares, the Class N Preferred Shares, the Class O Preferred Shares, the Class P Preferred Shares, the Class Q Preferred Shares, the Class R Preferred Shares, the Class S Preferred Shares, the Class T Preferred Shares, the Class U Preferred Shares and the Class V Preferred Shares (all the foregoing preferred shares to be hereinafter referred to collectively as the “Preferred Shares”) and the Class W Preferred Shares are as follows:

## **COMMON SHARES AND CLASS A COMMON SHARES**

### **1. Voting**

The holders of the Common Shares and the Class A Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Company (other than a separate meeting of the holders of another class of shares) and shall have one (1) vote for each Common Share and Class A Common Share held.

### **2. Dividends**

- (a) Subject to the prior rights of the holders of the Preferred Shares and the Class W Preferred Shares, the holders of the Common Shares and the Class A Common Shares shall be entitled to receive and the Company shall pay thereon, as and when declared by the directors of the Company out of the monies of the Company properly available for the payment of dividends, dividends in such amount and in such form as the directors of the Company may from time to time determine.
- (b) No dividends shall be declared or paid on the Common Shares or the Class A Common Shares if such payment will impair the ability of the Company to redeem any of the Preferred Shares or Class W Preferred Shares then outstanding.
- (c) For greater certainty, dividends may be paid on Common Shares but not on Class A Common Shares, or vice versa, all as the directors of the Company may from time to time determine.

### **3. Dissolution, Liquidation or Winding-Up**

In the event of the dissolution, liquidation or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs or upon a reduction in capital, subject to the prior rights of the holders of the Preferred Shares and the Class W Preferred Shares, the holders of the Common Shares and the Class A Common Shares shall be entitled on a pro rata basis to receive the remaining property and assets of the Company.

## **PREFERRED SHARES**

### **1. Definitions**

The following terms have the following meanings:

- (a) **"Business Corporations Act"** means the *Business Corporations Act* (Ontario).
- (b) **"Common Share Component"** means with respect to a Preferred Share, the fair market value of a Common Share at the time the Preferred Share was issued;
- (c) **"Converted Price"** means with respect to a Preferred Share, the fair market value of the Common Shares that a Preferred Share can be converted into pursuant to Section 4 hereof;
- (d) **"Face Amount"** means with respect to a Preferred Share, the amount paid therefor;
- (e) **"Liquidation Preference"** means with respect to a Preferred Share, the Face Amount thereof together with any dividends declared and accrued but unpaid thereon;
- (f) **"Payment Price"** means with respect to a Preferred Share, the greater of the Converted Price and the Liquidation Preference, as determined by the Company in good faith;
- (g) **"Preferred Share Component"** means with respect to a Preferred Share, the Face Amount excluding the Common Share Component, if any; and
- (h) **"Preferred Shares"** means an unlimited number of Class A Preferred Shares, an unlimited number of Class B Preferred Shares, an unlimited number of Class C Preferred Shares, an unlimited number of Class D Preferred Shares, an unlimited number of Class E Preferred Shares, an unlimited number of Class F Preferred Shares, an unlimited number of Class G Preferred Shares, an unlimited number of Class H Preferred Shares, an unlimited number of Class I Preferred Shares, an unlimited number of Class J Preferred Shares, an unlimited number of Class K Preferred Shares, an unlimited number of Class L Preferred Shares, an unlimited number of Class M Preferred Shares, an unlimited number of Class N Preferred Shares, an unlimited number of Class O Preferred Shares, an unlimited number of Class P Preferred Shares, an unlimited number of Class Q Preferred Shares, an unlimited number of Class R Preferred Shares, an unlimited number of Class S Preferred Shares, an unlimited number of Class T Preferred Shares, an unlimited number of Class U Preferred Shares and an unlimited number of Class V Preferred Shares.

## 2. Voting

The holders of each class of the Preferred Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Company (other than a separate meeting of the holders of another class of shares) and shall have one (1) vote for each Common Share that would be held by the holders of the Preferred Shares if all such Preferred Shares held by the holder were converted in accordance with Section 4 hereof.

## 3. Dividends

- (a) The holders of each class of the Preferred Shares shall, in priority to the holders of the Common Shares and the Class A Common Shares, be entitled to receive, as and when declared by the directors, out of the monies of the Company properly available for the payment of dividends, cumulative dividends at a rate of 4.5% per annum on the Face Amount (less any amounts previously returned as capital on such Preferred Share by the Company) per Preferred Share of such class, accruing from the date of issue of such class of Preferred Shares, compounded quarterly. The cumulative dividends shall be payable by the Company quarterly, semi-annually, annually or as otherwise determined by the directors, on dates to be fixed from time by a resolution of the directors. In the event that, for any such quarter, a holder of Preferred Shares would have received a greater dividend with respect to Common Shares if such holder had converted such Preferred Shares pursuant to Section 4

hereof than the dividend such holder would otherwise receive pursuant to this Section 3(a), such holder shall be entitled to receive such greater dividend in lieu of the dividend otherwise payable pursuant to this Section 3(a).

- (b) No dividends shall be declared or paid on any class of shares if such payment will impair the ability of the Company to redeem all of the Preferred Shares and Class W Preferred Shares then outstanding.

#### 4. **Conversion**

Upon notice to the Company, the holders of the Preferred Shares shall be entitled to convert, at any time, each Preferred Share into an amount of Common Shares equal to one Common Share plus an amount (which may be less than one) of Common Shares equal to the declared and accrued but unpaid cumulative dividends on the converted Preferred Share divided by the fair market value of a Common Share on the date of conversion. Upon delivery of such notice, the holder will be entitled to receive a return of capital from the Company equal to the Preferred Share Component for such share less any amounts previously returned as capital on such Preferred Share by the Company, subject to solvency requirements under the Business Corporations Act governing returns of capital, to be paid immediately prior to the conversion taking effect. If the Company is unable to make the full payment of the Preferred Share Component at such time, the holder may (i) elect to withdraw his or her notice of conversion or (ii) elect to proceed with the conversion and agree to receive, in satisfaction of the holder's right to receive the Preferred Share Component by way of return of capital, the maximum amount that may be paid as a return of capital at such time under the solvency requirements under the Business Corporations Act.

#### 5. **Dissolution, Liquidation or Winding-up**

In the event of the dissolution, liquidation or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs, the holders of Preferred Shares shall be entitled to receive the greater of (a) the Liquidation Preference for each such share held before any assets of the Company shall be distributed to the holders of the Common Shares or the Class A Common Shares and (b) a pro-rata share of the property and assets of the Company assuming that each holder of a Preferred Share has elected to convert their Preferred Shares into Common Shares in accordance with Section 4 hereof.

#### 6. **Redeemable by the Company**

- (a) The Company may, upon giving notice as provided in Section 6(c) hereof, redeem at any time the whole or from time to time part of the Preferred Shares then outstanding on payment of the Payment Price for each such share to be redeemed.
- (b) If only part of the Preferred Shares is at any time to be redeemed, the shares to be redeemed shall be selected by the directors in their absolute discretion and need not be redeemed pro rata based on the shareholdings of such class.
- (c) If the Company desires to redeem all or any part of the Preferred Shares, the Company shall at least 21 days before the date specified for redemption (the "**Redemption Date**"), mail, courier or hand deliver to each person who, at the date of mailing, is a registered holder of the class of Preferred Shares to be redeemed a written notice (the "**Redemption Notice**") thereof. Each holder of a Preferred Share may convert their Preferred Shares into Common Shares at any time prior to the Redemption Date (and thereby also be entitled to the return of capital provided for in Section 4), rather than having such shares redeemed. The number of Preferred Shares redeemable by the Company for each registered holder will be reduced

by the number of Preferred Shares converted into Common Shares during the period beginning on distribution of a Redemption Notice and ending on the date prior to the Redemption Date.

- (d) The Redemption Notice, if delivered by mail, shall be forwarded by registered, certified or first class mail, postage prepaid and, for all delivery methods, shall be addressed to each such holder at the holder's address as it appears on the books of the Company. If the address of any such holder does not appear on the books of the Company, the Redemption Notice shall be so mailed or couriered or hand delivered to the last known address of such holder. The accidental failure to give the Redemption Notice to one or more such holders shall not affect the validity of the redemption.
- (e) The Redemption Notice shall set out the Payment Price, the Liquidation Preference, the Converted Price, the Redemption Date and if only part of the Preferred Shares held by such holder is to be redeemed, the number thereof so to be redeemed.
- (f) On the Redemption Date, the Company shall pay, or cause to be paid, to or to the order of the registered holders of the class of Preferred Shares to be redeemed, the Payment Price for each such share on presentation and surrender, at the Registered Office of the Company or any other place(s) in Toronto, Ontario designated in the Redemption Notice, of the certificate(s) for the Preferred Shares called for redemption. Such Preferred Shares shall thereupon be deemed to be redeemed and shall be cancelled.
- (g) If a part only of the shares represented by any certificate are redeemed, a new certificate for the balance shall be issued at the expense of the Company.
- (h) Payment of the Payment Price (less any amount required to be withheld by the Company) for the Preferred Shares to be redeemed shall be made by such method as determined by the directors of the Company, including by cheque payable to the holder thereof at par at any branch of the Company's bankers in Canada. Such cheque shall discharge all liability of the Company for the Payment Price, to the extent of the amount represented thereby, unless such cheque is not paid on due presentation.
- (i) From and after the Redemption Date the Preferred Shares called for redemption shall cease to be entitled to receive dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Payment Price shall not be made upon presentation of certificate(s) in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected.
- (j) The Company shall have the right, at any time on or after the date of the mailing, couriering or hand delivery of the Redemption Notice, to deposit the Payment Price of the Preferred Shares called for redemption, or of such of the Preferred Shares which are represented by certificate(s) which have not at the date of such deposit been surrendered by the holders in connection with such redemption, to a special account maintained by the Company with any chartered bank or any trust company in Toronto, Ontario designated by the Company in the Redemption Notice (the "Trustee") to be paid without interest to or to the order of the respective holders of such Preferred Shares called for redemption upon presentation and surrender to the Trustee of the certificate(s) representing such shares. Upon such deposit being made the Preferred Shares in respect of which such deposit shall have been made shall be deemed to be redeemed and shall be cancelled. The rights of the holders thereof after such deposit shall be limited to receiving without interest their proportionate part of the total amount so deposited against presentation and surrender to the Trustee of the certificate(s) representing the Preferred Shares to be redeemed. Any interest allowed on any such deposit shall belong to the Company.



- (k) Notwithstanding the foregoing, the holders of the Preferred Shares to be redeemed may waive notice of any such redemption by written instrument(s).
- (l) Notwithstanding anything contained in this Part, the Company shall be under no obligation to redeem any Preferred Shares to the extent that such redemption would, in the reasonable opinion of the directors, be in violation of the laws of the Province of Ontario or any other applicable law.
- (m) Any redemption monies that are represented by a cheque which has not been presented to the Company's bankers for payment or that otherwise remains unclaimed (including monies held on deposit to a special account) for a period of six years from the Redemption Date shall be forfeited to the Company.

#### 7. **Retractable by the Holder**

- (a) Provided that a holder of Preferred Shares has not given notice as provided in Section 4 hereof, the holder may, at the holder's option, at any time, upon giving notice as provided in Section 7(b) hereof, require the Company to redeem some or all of the Preferred Shares held by the holder by payment of the Payment Price for each share to be redeemed.
- (b) If a holder of Preferred Shares desires the Company to redeem any of the holder's Preferred Shares, the holder shall, at least 60 days before the date specified for redemption (the "**Retraction Date**"), give to the Company at its Registered Office written notice thereof (the "**Retraction Notice**").
- (c) The Retraction Notice shall set out the Retraction Date and, if only part of the Preferred Shares held by such shareholder is to be redeemed, the number and class thereof so to be redeemed.
- (d) On the Retraction Date, the Company shall pay or cause to be paid, to the order of the registered holder of the Preferred Shares to be redeemed, the Payment Price for each such Preferred Share, on presentation and surrender at the Registered Office of the Company of the certificate(s) for such shareholder's Preferred Shares to be redeemed.
- (e) Payment of the Payment Price (less any amount required to be withheld by the Company) for the Preferred Shares to be redeemed shall be made by cheque payable to the holder thereof at par at any branch of the Company's bankers in Canada. Such cheque shall discharge all liability of the Company for the Payment Price, to the extent of the amount represented thereby, unless such cheque is not paid on due presentation. Such Preferred Shares shall thereupon be deemed to be redeemed and shall be cancelled.

From and after the Retraction Date, the Preferred Shares so redeemed shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of the holders in respect thereof unless payment of the Payment Price shall not be made upon presentation of certificate(s) in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected.

- (f) If a part only of the shares represented by any certificate are redeemed, a new certificate for the balance shall be issued at the expense of the Company.
- (g) If a holder of Preferred Shares gives a Retraction Notice but fails to present the certificate(s) for such holder's Preferred Shares to be redeemed on the Retraction Date, the Retraction Notice given by such holder shall be null and void and the Company shall have no obligation to make the redemption called for in the Retraction Notice. Notwithstanding the foregoing, the Company shall have the right to proceed with such redemption notwithstanding such failure. If the Company elects to proceed, the Company shall deposit the Payment Price for

the Preferred Shares to be redeemed in a special account maintained by the Company with any chartered bank or trust company in Toronto, Ontario (the "Trustee"), to be paid without interest to or to the order of the holder of such Preferred Shares upon presentation and surrender to the Trustee of the certificate(s) representing such shares. Upon such deposit being made, the Preferred Shares in respect of which such deposit shall have been made shall thereupon be deemed to be redeemed and shall be cancelled. The rights of the holder thereof after such deposit shall be limited to receiving without interest the amount so deposited upon presentation and surrender to the Trustee of the certificate(s) representing the Preferred Shares to be redeemed. Any interest allowed on any such deposit shall belong to the Company.

- (h) Notwithstanding anything contained in this Part, the Company shall be under no obligation to redeem any Preferred Shares to the extent that such redemption would, in the reasonable opinion of the directors, be in violation of the laws of the Province of Ontario or any other applicable law.
- (i) Any redemption monies that are represented by a cheque which has not been presented to the Company's bankers for payment or that otherwise remains unclaimed (including monies held on deposit to a special account) for a period of six years from the Retraction Date shall be forfeited to the Company.

## **CLASS W PREFERRED SHARES**

### **1. Definitions**

The following terms have the following meanings:

- (a) "Class W Preferred Shares" means an unlimited number of Class W Preferred Shares.
- (b) "Class W Redemption Price" means \$1.00 per share.

### **2. Non-Voting**

The holders of the Class W Preferred Shares, as such, are not entitled to receive notice of any meetings of shareholders of the Company and are not entitled to vote at any such meeting in person or by proxy (except as required by law or by these Articles).

### **3. Dividends**

- (a) Each holder of a Class W Preferred Share is entitled to receive, as and when declared by the directors, out of monies of the Company properly available for the payment of dividends, a cumulative dividend (the "Class W Dividend") on each Class W Preferred Share held by such holder at a rate of 4.5% per annum on the Class W Redemption Price, accruing from the date of issue, compounded quarterly. The cumulative dividend shall be payable by the Company quarterly, semi-annually or as otherwise determined by the directors, on the dates to be fixed from time to time by a resolution of the directors.
- (b) The holders of the Class W Preferred Shares are not entitled to any dividend other than the Class W Dividend if, as and when declared by the directors on the Class W Preferred Shares pursuant to this Part.

#### **4. Dissolution, Liquidation or Winding-up**

In the event of the dissolution, liquidation or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs, the holders of the Class W Preferred Shares will be entitled to receive from the property and assets of the Company a sum equivalent to the aggregate Class W Redemption Amount (as hereinafter defined) of all Class W Preferred Shares held by them respectively before any amount will be paid or any property or asset of the Company distributed to the holders of the Common Shares, the Class A Common Shares, the Preferred Shares and any other class of shares ranking junior to the Class W Preferred Shares, but will not be entitled to share any further in the distribution of the property or assets of the Company.

#### **5. Company's Right to Redcm**

- (a) The Company has the right, exercisable at any time and from time to time, to redcm, in whole or in part, the outstanding Class W Preferred Shares on the terms and subject to the conditions set out in these Articles.
- (b) Subject to Section 7(b), the Company must give notice to each person holding Class W Preferred Shares to be redcm'd pursuant to Section 5(a) hereof at least 10 days prior to the proposed redemption. Such notice may be given to the last address of such person as it appears on the books of the Company. The accidental failure to give such notice to any person will not affect the validity of the redemption as to any other holders.

#### **6. Holder's Right of Retraction**

- (a) Each holder of a Class W Preferred Share has the right, exercisable by such holder at any time and from time to time, to require the Company to redeem that Class W Preferred Share on the terms and subject to the conditions set out in these Articles.
- (b) The Company need not redeem Class W Preferred Shares pursuant to Section 6(a) pro rata among all holders of Class W Preferred Shares.
- (c) Subject to Section 7(b), any holder of Class W Preferred Shares who wishes to exercise the right pursuant to Section 6(a) must give notice of such exercise to the Company at least 10 days prior to the proposed redemption.
- (d) Notwithstanding any other provision in these Articles, if a holder of Class W Preferred Shares at any time exercises its right pursuant to Section 6(a) to require the Company to redeem any of such Class W Preferred Shares, the Company will not be obligated to redeem such Class W Preferred Shares to the extent that such redemption would render the Company insolvent, or would be contrary to the solvency requirements or other provisions of applicable law. If the directors of the Company determine that the Company would not be solvent after such redemption, or would not be permitted by any of such requirements or other provisions to redeem such Class W Preferred Shares, the Company will give notice thereof to the holder of such Class W Preferred Shares and thereupon the Company shall only be obligated to redeem such Class W Preferred Shares to the extent of the maximum number that may be so redeemed as would not be contrary to such requirements or other provisions as determined by the directors.

## 7. Redemption Mechanics

- (a) Subject to Section 7(b), the Company will have no obligation to redeem any Class W Preferred Share pursuant to Section 6(a) hereof until 10 days after the holder has given notice of the redemption to the Company.
- (b) Any person who is otherwise entitled to receive any notice pursuant to Section 5(b) or 6(c) may waive such notice or any of the requirements for that notice or the time for giving that notice and that waiver, whether given before or after redemption, will be effective for all purposes of these Articles and will cure any failure in respect of such notice, including without limitation, any failure to give that notice, to give the specified form of notice, or to give that notice by any particular date.
- (c) The Company will redeem the Class W Preferred Shares which are to be redeemed pursuant to the exercise of any right conferred pursuant to Section 5(a) or 6(a) on the date fixed for redemption by paying the Class W Redemption Price in respect of those shares plus an amount equal to all accrued and unpaid dividends thereon (the "**Class W Redemption Amount**") to the holder of those shares in cash or in kind on presentation and delivery of the certificate for that Class W Preferred Share or alternatively, in the discretion of the directors, an instrument of transfer acceptable to the directors at the registered office of the Company (or any other reasonable place accepted by the Company) or to an account for the holder if so permitted by Section 7(d) hereof.
- (d) If the Company exercises its right to redeem a Class W Preferred Share, the Company will have the right, but not the obligation, thereafter to deposit the amount payable on redemption for that Class W Preferred Share into an account in any chartered bank or any trust company in Ontario or into a trust account with a lawyer in Ontario if, at the date of such deposit, the certificate representing that share, or alternatively an acceptable instrument of transfer, has not been surrendered by the holder of that share in accordance with Section 7(c). In case of any such deposit, the Company will instruct that bank, trust company or lawyer, as the case may be, to pay the amount so deposited, without interest, to or to the order of the holder of that Class W Preferred Share upon presentation and surrender to the bank, trust company or lawyer of the certificate representing that Class W Preferred Share. Upon the date of that deposit or upon the date specified for redemption in the notice, whichever is later, that Class W Preferred Share to be redeemed will be redeemed and the rights of any holder of that Class W Preferred Share, as such, thereafter will be limited to receiving, without interest, the amount for that Class W Preferred Share so deposited against presentation and surrender of the certificate representing that Class W Preferred Share. Interest, if any, allowed on any such deposit will belong to the Company.
- (e) On and after the day the price payable for the redemption of any Class W Preferred Share is paid in full in the manner permitted by these Articles, the holder of that share will have no further right against the Company in respect of that share (including, without limitation, any right to any further dividends in respect of that share) and that share will be and be deemed to have been redeemed on the day the price is paid in full.
- (f) If less than all the shares represented by any certificate are to be redeemed, the Company will issue a new certificate for the balance of those shares at the expense of the Company.

8. **No Dilution.** In no event will either (i) any dividend be declared or paid on the Common Shares, the Class A Common Shares, the Preferred Shares, or any other shares of the Company ranking junior to the Class W Preferred Shares or (ii) the Company redeem or purchase for cancellation or otherwise any of the Common Shares, the Class A Common Shares, the Preferred Shares or any other shares of the Company ranking junior to the Class W Preferred Shares if, in the opinion of the directors, the payment of such dividend or the making of such redemption or purchase, as the case may be, would reduce the realizable value of the assets minus all of the liabilities of the Company (as determined in good faith by the directors) to an amount which is less than the total amount that would then be payable on redemption of the issued and outstanding Class W Preferred Shares.

11. The issue, transfer or ownership of shares is/ls not restricted and the restrictions (if any) are as follows:  
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

None.

12. Other provisions, (if any):  
Autres dispositions s'il y a lieu :

None.

13. The corporation has complied with subsection 180(3) of the *Business Corporations Act*.  
La société s'est conformée au paragraphe 180(3) de la *Loi sur les sociétés par actions*.

14. The continuation of the corporation under the laws of the Province of Ontario has been properly authorized under the laws of the jurisdiction in which the corporation was incorporated/amalgamated or previously continued on  
Le maintien de la société en vertu des lois de la province de l'Ontario a été dûment autorisé en vertu des lois de l'autorité législative sous le régime de laquelle la société a été constituée ou fusionnée ou antérieurement maintenue le

2017, June, 27

Year, Month, Day  
année, mois, jour

15. The corporation is to be continued under the *Business Corporations Act* to the same extent as if it had been incorporated thereunder.  
Le maintien de la société en vertu de la *Loi sur les sociétés par actions* a le même effet que si la société avait été constituée en vertu de cette loi.

These articles are signed in duplicate.  
Les présents statuts sont signés en double exemplaire.  
**JAMIESON WILLNESS INC.**

\_\_\_\_\_  
Name of Corporation / Dénomination sociale de la société

By / Par

/s/ Chris Snowden

Signature / Signature

**CHRIS SNOWDEN**

\_\_\_\_\_  
Print name of signatory / Nom du signataire en lettres moulées

**CHIEF FINANCIAL OFFICER**

\_\_\_\_\_  
Description of Office / Fonction

These articles must be signed by a director or officer of the corporation (e.g. president, secretary)  
Ces statuts doivent être signés par un administrateur ou un dirigeant de la société (p. ex. : président, secrétaire).